

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor is hereby authorized to sign a Right of Entry Agreement granting access to the El Paso Electric Company to install new electrical service for the new Fixed Base Operators Ramp located on the property described as El Paso International Airport Tracts, Unit 11, Block 23, Lot 1, El Paso, Texas.

ADOPTED this 8th day of June 2004.

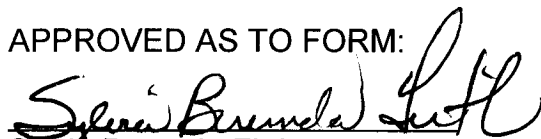
CITY OF EL PASO:

Joe Wardy
Mayor


ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:


Patrick T. Abeln, A. A. E.
Director of Aviation

ORIGINATING DEPARTMENT: AIRPORT

STATE OF TEXAS)
) **RIGHT OF ENTRY AGREEMENT**
COUNTY OF EL PASO)

The City of El Paso, Texas ("City"), is the owner of the property located within El Paso International Airport Tracts, Unit 11, Block 23, Lot 1, El Paso, Texas, which property is identified on the attached Exhibit "A" (the "Property"), and is incorporated herein by reference for all purposes, located in El Paso County, Texas, for consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants a temporary right-of-entry upon, in, across and through the property and any associated land as necessary to perform the required work that is the subject of this agreement.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that:

1. The City does hereby grant a temporary Right of Entry to the El Paso Electric Company ("EPEC"), its officers, agents, employees and contractors, access to, across, and upon the Property, for the purpose of installing new electrical service to the Fixed Base Operators Ramp located on the Property.
2. The City does hereby grant and consent to officers, employees, and contractors authorized by the EPEC entering and having continued access to the subject property for the purpose of installing electrical service.
3. The access, rights, and privileges granted herein are limited to the purposes set forth herein. Except for the right-of-entry expressly granted by execution of this instrument and reasonable access, ingress and egress to the site, the City does not convey any other right, title or interest in the tract of land herein.

4. This Right of Entry authorization shall bind and inure to the benefit of the respective parties, their representatives and successors. The access, rights, and privileges herein granted shall commence upon execution of this Agreement by the City and shall be effective so long as the EPEC, its officers, agents, contractors or employees, shall require access as necessary to perform and complete the actions set forth herein. However, unless extended by written agreement signed by the parties, the right granted herein shall expire July 31, 2004, without regard to whether the work has begun or been completed.

5. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications shall be of no force and effect except in writing, signed by the party to be charged.

6. The EPEC shall at all times be solely responsible for the actions of itself, its employees, contractors, agents and officers, and shall bear all costs and expenses associated with the work performed by each entity.

7. The EPEC shall indemnify and hold harmless the City against any and all claims of whatever nature or kind that may result from the EPEC's actions in this regard, and from any claim which may result from an error, omission, or negligent act of the EPEC or its contractors, contractor's employees, or any other person or entity.

8. Any work performed shall be done in accordance with all federal, state and local laws, rules and regulations. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas. Any controversy arising out of or connected with this Agreement or the underlying work shall be instituted and maintained in the courts of the State of Texas, County of El Paso.

WITNESS my hand and seal this 8th day of June 2004.

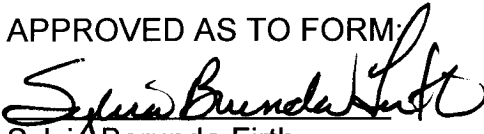
THE CITY OF EL PASO:

Joe Wardy
Mayor

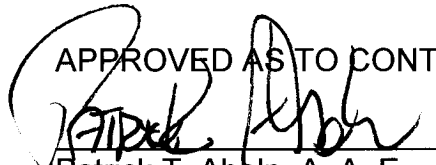
ATTEST:

Richarda Duffy Momsen
City Clerk

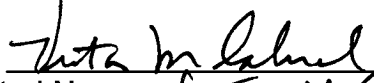
APPROVED AS TO FORM:


Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:


Patrick T. Abeln, A. A. E.
Director of Aviation

EL PASO ELECTRIC COMPANY

By: 
Printed Name: VICTOR M. CABRAL
Title: SENIOR PLANNER

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2004, by _____ as _____ of **THE CITY OF EL PASO**, a municipal corporation.

My Commission Expires:

Notary Public, State of Texas

Notary's name (printed)

(ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE)

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 3rd day of June, 2004, by Victor Cabral, as Senior Planner of the El Paso Electric Company.

Kathryn Murphy
Notary Public, State of Texas

My Commission Expires:

Notary's name (printed)

